

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR  
FINAL COURT APPROVAL**

*Claudia Chachavac v. Kumar Management Corporation*  
San Mateo County Superior Court Case No. 22-CV-03110

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from the settlement of an employee class action lawsuit (“Action”) against Kumar Management Corporation (“Defendant” or “Kumar”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Claudia Chachavac (“Plaintiff”) and seeks payment of wages, premiums, penalties, and reimbursements for a class of employees (“Class Members”) who worked for Defendant during the Class Period (August 1, 2018 through June 1, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all employees who worked for Defendant during the PAGA Period (July 7, 2021 through June 1, 2023) (“Aggrieved Employees”). Defendant denies all wrongdoing alleged in the Action.

The proposed Settlement has two main parts: (1) Individual Class Payments, and (2) Individual PAGA Payments.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<est\_Amt>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<PAGA\_estAmt>>**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<Workweeks>> workweeks** during the Class Period and **you worked <<PAGA\_PayPeriods>> pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.

The Court has preliminarily approved the proposed Settlement and approved this Notice, but has not yet decided whether to grant final approval. The Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”) at a Final Approval Hearing. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and will be eligible for an Individual Class Payment and/or an Individual PAGA Payment based on the workweeks you worked during the Class Period and PAGA Period. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion Form or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Class Settlement.** If you do not opt-out of the Class Settlement, you can object to the Class

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Settlement by sending a written objection to the Administrator, by fax, email, or mail or the enclosed Objection Form. Alternatively, you may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.**

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is January 29, 2024</b></p>	<p>If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by submitting the enclosed Request for Exclusion Form or otherwise notifying the Administrator in writing. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees are bound by the Aggrieved Employees' PAGA Release (defined below).</p>
<p><b>You Can Object to the Class Settlement</b></p> <p><b>The Objection Deadline is January 29, 2024</b></p>	<p>If you do not opt-out of the Class Settlement, you can object to the Class Settlement by sending a written objection to the Administrator, by fax, email, or mail or the enclosed Objection Form. Alternatively, you may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. Non-Participating Class Members cannot object to any portion of the proposed Settlement.</p>
<p><b>You Can Participate in the April 2, 2024 Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on April 2, 2024 at 2:00 p.m. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by January 29, 2024</b></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by January 29, 2024. See Section 4 of this Notice.</p>

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages and overtime, failing to reimburse business expenses, failing to provide compliant meal and rest periods, failing to issue compliant wage statements, failing to maintain accurate time records, and failing to pay timely and final wages. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

Craig Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C. and David S. Winston of Winston Law Group, P.C. (“Class Counsel.”)

Defendant denies any wrongdoing whatsoever, including any violation of labor laws, failure to pay wages, failure to reimburse expenses, failure to provide meal and rest breaks, failure to issue compliance wage statements, and any liability whatsoever for penalties. Defendant maintains that it complied with any and all laws, regulations, or other requirements at all times.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination on Plaintiff’s claims or allegations. In an effort to resolve the Action, Plaintiff and Defendant hired an experienced, neutral mediator to assist them in negotiating an to end the Action by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$1,000,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement following the Court’s final approval of this settlement. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$333,333.33 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will

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receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$17,500.00 to the Administrator for services administering the Settlement.
- D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of one-third of each Individual Class Payment to taxable wages ("Wage Portion") and two-thirds to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms.

Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be distributed to St. Jude's Children's Hospital.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you submit the enclosed Request for Exclusion Form or otherwise notify the Administrator in writing, not later than January 29, 2024, that you wish to opt-out.

The easiest way to notify the Administrator is to send a written and signed Request for Exclusion Form by the January 29, 2024 Response Deadline. If you do not submit the enclosed Request for Exclusion Form, the Request for Exclusion should be a letter from you or your representative setting forth your name, present address, email address or telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- 7. Objections from the Class Settlement. If you do not opt-out of the Class Settlement, you can object to the Class Settlement by sending a written objection to the Administrator, by fax, email, or mail or the enclosed Objection Form. Alternatively, you may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. Non-Participating Class Members cannot object to any portion of the

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proposed Settlement.

8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
10. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities based on facts as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Plaintiff and all Participating Class Members will release Defendant and all of its subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns (the “Released Parties”) from those claims alleged in Plaintiff’s PAGA letter and Operative Complaint, including claims for Defendant’s alleged (1) failure to pay minimum wages (Labor Code sections 1194, 1194.2, 1197, 1197.1); (2) failure to pay overtime (Labor Code sections 510, 1197, 1198); (3) failure to provide complete wage statements (Labor Code section 226); (4) failure to provide compliant meal periods and/or pay missed meal period premiums (Labor Code sections 226.7, 512; IWC Wage Order 5-2001 section 11); (5) failure to provide compliant rest periods and/or pay missed rest period premiums (Labor Code section 226.7; IWC Wage Order 5-2001 section 12); (6) failure to reimburse business expenses (Labor Code section 2802); (7) failure to pay timely wages (Labor Code sections 204, 210); (8) failure to pay final wages (Labor Code sections 201-203); (9) failure to maintain accurate time records (Labor Code sections 1174, 1174.5); (10) civil penalty claims based on the foregoing under California’s Private Attorney Generals Act (“PAGA”), Labor Code section 2699 et seq.; and (11) unfair competition claims based on the foregoing (Bus. & Prof. Code sections 17200 et seq.), and all primary rights associated with these listed claims. (the “Released Claims”).

11. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases are as follows:

All Aggrieved Employees, whether Participating or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net

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Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until January 29, 2024 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit the enclosed Opt-Out Form or a written and signed letter with your name, present address, telephone number or email address, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Chachavac v Kumar Management Corporation*, and include your identifying information (full name, address, telephone number or email address). **The Administrator must be sent your request to be excluded by January 29, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information

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is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website: [https://www.sanmateocourt.org/online\\_services/online\\_case\\_access.php](https://www.sanmateocourt.org/online_services/online_case_access.php).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is January 29, 2024.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Chachavac v. Kumar Management Corporation*, San Mateo County, Case No. 22-CV-03110, and include your name, current address, telephone number or email address, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

### **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but do not have to, attend the Final Approval Hearing on April 2, 2024 at 2:00 p.m. in Department 4, Courtroom G of the San Mateo County Superior Court, located at 800 North Humboldt Street, San Mateo, California 94401. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.cptgroupcaseinfo.com/KumarManagementSettlement](http://www.cptgroupcaseinfo.com/KumarManagementSettlement) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

### **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Court's website at: [https://www.sanmateocourt.org/online\\_services/online\\_case\\_access.php](https://www.sanmateocourt.org/online_services/online_case_access.php) and entering the Case No. 22-CIV-03110. You can also make an appointment to personally review court documents in the Clerk's Office.

### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE TERMS OF THE SETTLEMENT.**

Class Counsel:

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**Questions? Call the Settlement Administrator Toll Free at 1 (888) 602-3455**

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Facsimile: (424) 532-4062

Settlement Administrator:

Chachavac v Kumar Management Corporation

c/o CPT Group, Inc.

50 Corporate Park

Irvine, CA 92606

Telephone: 1 (888) 602-3455

Facsimile: (949) 419-3446

Email: KumarManagementSettlement@cptgroup.com

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.